ENVIRONMENTAL SERVICES
SPB04-894P-A

1. PARTIES

THIS CONTRACT, is entered into by and between the State of Montana, Department of Administration, State Procurement Bureau, (hereinafter referred to as "the State"), whose address and phone number are Room 165 Mitchell Building, 125 North Roberts, PO Box 200135, Helena MT 59620-0135, (406) 444-2575 and **ACZ Laboratories, Inc.**, (hereinafter referred to as the "Contractor"), whose nine digit Federal ID Number, address and phone number are 84-1108-076, 2773 Downhill Dr., Steamboat Springs, CO 80487 and (800) 334-5493, ext. 103.

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 Contract Term. This contract shall take effect upon execution of all signatures, and terminate on June 30, 2007, unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

2.2 Contract Renewal. This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the State, for a period not to exceed a total of four additional years. This renewal is dependent upon legislative appropriations.

2.3 Addition of Analytical Laboratory Contractor. Proposals will be accepted between April 1 and May 1 of each calendar year from current firms requesting review of their qualifications to perform Analytical Laboratory Services as originally requested under RFP SPB05-894P. The state will evaluate each proposal received in the exact manner in which the original proposals for other categories were evaluated. If proposal passes the requirements as evaluated to perform Analytical Lab Services, the state will update that firms term contract to include the Analytical Lab Services category contingent on said firm being in good standing otherwise.

3. NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

4. COOPERATIVE PURCHASING

Under Montana law, public procurement units, as defined in section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units.

5. TERM CONTRACT REPORTING

Term contract holder(s) shall furnish annual reports of term contract usage. Each report shall contain complete information on all public procurement units utilizing this term contract. Minimum information required to be included in usage reports: name of the agency or governmental entity who contacted you regarding a potential project; project title; agency contact person; if the project was not successfully negotiated, state the reason;

number and title of contracts received; total dollar amounts for contracts received; the names of your company personnel involved in the project; and project status as of usage report date. The report for this term contract will be due on July 20th of each year.

Reported volumes and dollar totals may be checked by the State Procurement Bureau against State records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or justification for removal from consideration for award of contracts by the State.

6. COST/PRICE ADJUSTMENTS

6.1 Cost Increase by Mutual Agreement. After the initial term of the contract, each renewal term may be subject to a cost increase by mutual agreement. Contractor must provide written, verifiable justification for any cost adjustments they request during each renewal period. Contractor shall provide its cost adjustments in both written and electronic format.

6.2 Differing Site Conditions. If, during the term of this contract, circumstances or conditions are materially different than set out in the specifications, the Contractor may be entitled to an equitable adjustment in the contract price. The Contractor shall immediately cease work and notify, in writing, the State of any such conditions necessitating an adjustment as soon as they are suspected and prior to the changed conditions affecting the performance of this contract. Any adjustment shall be agreed upon in writing by both parties to the contract.

6.3 Cost/Price Adjustment. All requests for cost/price adjustment must be submitted between April 1st and April 30th along with written justification. Requests received after April 30th will not be considered unless written approval from the SPB Contracts Officer is given to submit at a later date. In no event will cost/price adjustments be allowed beyond May 15th. All requests that are approved will be incorporated by contract amendment and made effective July 1st of the next approved renewal period.

7. SERVICES AND/OR SUPPLIES

7.1 Description of Services. Contractor agrees to provide to the State analytical laboratory services as detailed in Attachment A. The analytical laboratories used by the State, in particular the Montana Department of Environmental Quality (DEQ) Non-Point Source Program, its contractors and grantees must meet minimum qualifications with the services that they provide, the quality system that they operate under and their ability to provide the information in a useable format. The quality system and deliverable format (STORET) requirements are pass-through requirements of the funding that DEQ receives, in whole or part, from the EPA.

The scope of analytical services required by the NPS program is very broad and can include, but is not limited to: ambient water testing, wastewater analyses, drinking water testing, standing crop/algae/chlorophyll a, sediment characterization, waste characterization, radiochemistry, etc.

7.2 Reuse of Documents. When the projects dictate a design or engineered approach, the State agrees that it will not apply the Contractor's designs to any other projects.

8. CONSIDERATION/PAYMENT

8.1 Payment Schedule. In consideration for the services to be provided, the State shall pay according to the negotiated agreement for each project. Hourly rates and miscellaneous charges as provided in Attachment B shall apply.

8.2 Withholding of Payment. The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

9. CONTRACTOR WITHHOLDING

Section 15-50-206, MCA, requires the state agency or department for whom a public works construction contract over $5,000 is being performed, to withhold 1 percent of all payments and to transmit such monies to the Department of Revenue.

10. MONTANA PREVAILING WAGE REQUIREMENTS

Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of $25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Unless superseded by federal law, at least 50% of the workers of each contractor engaged in construction services must be performed by bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of $25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

Furthermore, section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA. Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis.

Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

The nature of the work performed or services provided under this contract meets the statutory definition of a "public works contract" under section 18-2-401(11)(a), MCA, and falls under the category of Heavy Construction and Nonconstruction services. The booklets containing Montana's 2003 Rates for Heavy Construction and Nonconstruction Services are attached.

11. ACCESS AND RETENTION OF RECORDS

11.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Mont. Code Ann. § 18-1-118.)

11.2 Retention Period. The Contractor agrees to create and retain records supporting the environmental services for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party.

12. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the State. (Mont. Code Ann. § 18-4-141.) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such

subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

13. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

14. REQUIRED INSURANCE

14.1 General Requirements. The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

14.2 Primary Insurance. The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

14.3 Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of $1,000,000 per occurrence and $2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

14.4 Additional Insured Status. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

14.5 Specific Requirements for Automobile Liability. The Contractor shall purchase and maintain coverage with split limits of $500,000 per person (personal injury), $1,000,000 per accident occurrence (personal injury), and $100,000 per accident occurrence (property damage), OR combined single limits of $1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns or subcontractors.

14.6 Additional Insured Status. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

14.7 Specific Requirements for Professional Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of $1,000,000 per occurrence and $2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, the Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

14.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

14.9 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the State Procurement Bureau, PO Box 200135, Helena MT 59620-0135. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

15. COMPLIANCE WITH THE WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the State Procurement Bureau, PO Box 200135, Helena MT 59620-0135, upon expiration.

16. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

17. INTELLECTUAL PROPERTY

All patent and other legal rights in or to inventions created in whole or in part under this contract must be available to the State for royalty-free and nonexclusive licensing. Both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this contract.

18. PATENT AND COPYRIGHT PROTECTION

18.1 Third Party Claim. In the event of any claim by any third party against the State that the products furnished under this contract infringe upon or violate any patent or copyright, the State shall promptly notify Contractor. Contractor shall defend such claim, in the State's name or its own name, as appropriate, but at Contractor's expense. Contractor will indemnify the State against all costs, damages and attorney's fees that accrue as a result of such claim. If the State reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.

18.2 Product Subject of Claim. If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then Contractor may, at its option, procure for the State the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. If none of the above options can be accomplished, or if the use of such product by the State shall be prevented by injunction, the State will determine if the Contract has been breached.

19. CONTRACT TERMINATION

19.1 Termination for Cause. The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

19.2 Reduction of Funding. The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See Mont. Code Ann. § 18-4-313(3).)

20. STATE PERSONNEL

20.1 State Contract Manager. The State Contract Manager identified below is the State's single point of contact and will perform all contract management pursuant to section 2-17-512, MCA, on behalf of the State. Written notices, requests, complaints or any other issues regarding the contract should be directed to the State Contract Manager.

The State Contract Manager for this contract is:

Robert Oliver, Contracts Officer
Room 165 Mitchell Building
125 North Roberts
PO Box 200135
Helena MT 59620-0135
Telephone #: (406) 444-0110
Fax #: (406) 444-2529
E-mail: roliver@mt.gov

20.2 State Project Manager. Each using State agency or Cooperative Purchaser will identify a Project Manager in the project task order. The Project Manager will manage the day-to-day project activities on behalf of the State/Cooperative Purchaser.

21. CONTRACTOR PERSONNEL

21.1 Change Of Staffing. Since qualifications of personnel were key in determining which offerors were selected to be on this TC, a written notification of any changes in key personnel must be made to the state agency, prior to entering into negotiations to perform any specific work scope. Contractor shall replace such employee(s) at its own expense with an employee of substantially equal abilities and qualifications without additional cost to the agency. If these staffing changes cause the contractor to no longer meet the qualifications stated herein, that firm will be removed from the service area of this TC. Failure to notify the state agency of staffing changes could result in the contractor being removed from the TC listing and possible suspension from bidding on other state projects.

21.2 Contractor Contract Manager. The Contractor Contract Manager identified below will be the single point of contact to the State Contract Manager and will assume responsibility for the coordination of all contract issues under this contract. The Contractor Contract Manager will meet with the State Contract Manager and/or others necessary to resolve any conflicts, disagreements, or other contract issues.

The Contractor Contract Manager for this contract is:

Tony Antalek
2773 Downhill Drive
Steamboat Springs CO 80487
Telephone #: (800) 334-5493 x 107
Fax #: (970) 879-2216

21.3 Contractor Project Manager. The Contractor Project Manager identified below will manage the day-to-day project activities on behalf of the Contractor:

The Contractor Project Manager for this contract is:

Tony Antalek
2773 Downhill Drive
Steamboat Springs CO 80487
Telephone #: (800) 334-5493 x 107
Fax #: (970) 879-2216

22. MEETINGS

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

23. CONTRACTOR PERFORMANCE ASSESSMENTS

The State may do assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

24. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

25. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

26. SCOPE, AMENDMENT AND INTERPRETATION

26.1 Contract. This contract consists of eight numbered pages, RFP # SPB05-894P**,** as amended, Attachment A, Contractor's RFP response as amended, and Attachment B, Cost Proposal. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

26.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

27. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT BUREAU
PO BOX 200135
HELENA MT 59620-0135

BY:_____
Penny Moon, Contracts Officer

BY:_____
(Signature)

DATE:_____

ACZ LABORATORIES, INC.
2773 DOWNHILL DR.
STEAMBOAT SPRINGS CO 80487
FEDERAL ID #84-1108-076

BY:_____
(Name/Title)

BY:_____
(Signature)

DATE:_____

ATTACHMENT A
CONTRACTOR'S RESPONSE

Proposal for
State of Montana
State Procurement Bureau
Category 3.5.14 Analytical Laboratory Services
RFP-SPB05-894P Environmental Services

Due 05/24/04

Prepared by:

Hayley R. Roper – Marketing & Client Services
***A*CZ Laboratories, Inc.**
2773 Downhill Drive
Steamboat Springs, CO 80487
Telephone: (800) 334-5493 ex 201
Facsimile: (970) 879-2216

Prepared on 5/11/04

Table of Contents

List of Figures, Tables and Attachments

Introduction 4.1.2

ACZ Laboratories, Inc. of Steamboat Springs, Colorado has provided high quality analytical services to clients throughout the United States and internationally for the past twenty-four years. Our staff consists of 45 chemists, technicians and support personnel that have extensive experience performing inorganic, organic, and radiochemical analyses on water, soils and numerous other matrices. ACZ Laboratories was founded in 1980 to support the analytical needs of mining operations in the western United States. ACZ now provides analytical support services to gold, silver, rare earth, copper, coal, trona, soda ash, base metal and uranium mining operations throughout the United States as well as many international mining projects. In addition to serving the mining industry, ACZ also provides analytical support to numerous State, Federal, and private entities including the EPA, USFS, BLM, State of California, State of Montana, and many municipalities and private consultants.

ACZ has been providing its clients very high quality, legally defensible data in a timely manner for over twenty-four years. We also know the budgetary pressures many States face and thus we have strived to keep our cost down through automation and investment in state-of-the-art instrumentation. Our commitment to meet our clients' needs is shown by purchasing the newest laboratory instrumentation such as our new Agilent 7500 C Collision Cell ICP-MS. ICP-MS will be used for EPA Method 200.8, which is required methodology due to the low-level trace metal requirements in the cost charts.

ACZ has over twelve years of ICP-MS experience and is currently using a third generation Agilent Model 7500I ICP-MS, which is located in the Class 100 clean-room. We recently received our second Agilent 7500 ICP-MS, which incorporates the latest in sample introduction fourth generation technology called collision cell. This system further reduces matrix interferences associated with the some ICP-MS metals along with virtually eliminating spectral interferences.

ACZ is one of the few commercial labs in country to run EPA 200.8 ICP-MS Metals and 1631 mercury analysis in a class-100 clean-room. The combination of ICP-MS and the Class 100 clean-room offer major advantages over trace ICP and GFAA analyses. ICP-MS produces higher quality data because it is less susceptible to matrix interferences and it provides lower detection limits which gives greater confidence in data that is near regulatory limits. Prepping and analyzing samples in the clean-room greatly reduces the possibility of laboratory contamination.

A second example of ACZ investing to meet our client's needs is our completely refurbished (completed in February 2003) Trace Metal Laboratory for ICP, GFAA, Selenium Hydride, and Cold Vapor AA Mercury analyses. The laboratory was refurbished with high quality laboratory fixtures and metal-free construction materials wherever possible.

Facilities, Instrumentation, and Computer Systems 4.2.15

ACZ has invested heavily in laboratory facilities, instrumentation, and computer systems. These systems enable ACZ to produce high quality data and services through efficient sample flow, automation of instrumentation, and data handling and reporting.

ACZ Laboratories, Inc. operates in a relatively new 23,500 sq. ft. building (see Figure II pg.18. *ACZ Lab Floor Plan*). The facility was designed as a laboratory with sample flow, elimination of contamination, and safety as top priorities. All laboratories have special air handling systems and fume-hoods and laboratory grade fixtures to greatly reduce contamination. Sample preparation laboratories are physically separated from other laboratories and are equipped with time saving, state-of-the-art digestion and sample preparation equipment. Analytical labs are clean and are used specifically for their designed purpose. The facilities include a 1,000 sq. ft. Class 100 clean-room

which houses two Agilent ICP-MS's and an Atomic Fluorescence Cold Vapor system for ultra-low-level Mercury analyses by EPA Method 1631. All other areas that support the laboratory operations are clean and organized for efficient flow of samples, data, and communications. Separate sample storage areas are maintained following EPA sample storage guidelines for each type of analyses being performed (ex: samples for VOA are kept isolated from other samples requiring Organic extractions).

Laboratory instrumentation used by ACZ is purchased from the most reputable manufacturers to insure that the highest quality of data is produced with minimal downtime (See Table II. Pg.9 *Instruments and Equipment*). All instruments are highly automated with auto-samplers and electronic data transfer directly into ACZ's Laboratory Information Management System (LIMS). All instruments are well maintained with the major instruments being on service contracts.

ACZ's Laboratory Information Management System (LIMS) is an Oracle-based LIMS product purchased from Labvantage Systems and has been under constant development and refinement since being brought online. The LIMS runs on a UNIX platform that is accessed through our 65node Local Area Network (LAN). Currently the LIMS handles login, sample tracking and scheduling, work group generation, automated upload of data directly from most laboratory instruments, QC data calculation and storage, data review and approval, reporting, and invoicing. We currently have three full-time information specialists on our staff to continually increase the LIMS capabilities of sample management from cradle to grave. The LIMS enables ACZ to provide our clients with two value added services free of charge: Electronic data deliverables (EDD's) and emailed report packages. In addition to our standard EDD format ACZ is also able to easily produce custom EDD's such as the STORET format required for this proposal. ACZ pricing includes the STORET EDD and Quality Control summaries for all projects.

The computer information systems used at ACZ also include an intranet web site called LabWeb that includes ACZ's Document Control System. This system allows all employees at ACZ to communicate efficiently and to review, retrieve, and use important internal documents such as the Quality Assurance and Safety plans, SOP's, and administrative and laboratory forms. All of these documents are in a read-only PDF format and can only be changed by staff with the appropriate level of authority.

Certifications 4.2.14

State Certifications

ACZ provides analytical services to clients throughout the Western United States and therefore retains state certifications in the west. A list of the state certifications that ACZ currently possesses follows in Table I.

Table I. ACZ Current State Certifications

Certifications
Government

EPA Region	Program	State Division
EPA Region 6		
Arkansas	CWA, RCRA	Department of Environmental Quality
Oklahoma	WW, HW	Department of Health

EPA Region 8

Colorado	SDWA	Department of Health
Utah	CWA, RCRA,SDWA*	Department of Health: Certificate # E94
Montana	SDWA	Department of Health and Human Services #0083; Reciprocity with the State of CO

EPA Region 9

Arizona	CWA, RCRA, SDWA*	Department of Health Services
California	CWA, RCRA, SDWA*	Department of Health Services: Certificate # 1880
Nevada	CWA	Department of Environmental Protection: # CO028
Hawaii	SDWA*	Department of Health

EPA Region 10

Washington	CWA, RCRA, SDWA*	Department of Ecology: Lab Accreditation # CO45
Oregon	CWA, RCRA, SDWA*	Environmental Laboratory Accreditation Program CO-200002-001
Alaska	SDWA*	Department of Environmental Conservation #CO28-04

National	Program	State Division
NELAC	CWA,RCRA,SWDA*	California is Accrediting Authority. *(Rad Chem only)

SDWA=Safe Drinking Water Act, CWA= Clean Water Act, WW= Waste Water, HW= Hazardous Waste, RCRA= Resource Conservation & Recovery Act, RAD= Radiochemistry

Pricing Schedule, Analytical Methods & MDL's

We appreciate the opportunity to bid on the State of Montana's environmental services program. ACZ's standard pricing was reduced significantly for this proposal. As an added incentive to the State of Montana, ACZ Laboratories will honor the prices quoted in this proposal through December of 2005 with no increase in pricing for the second year of the contract.

Beyond pricing it needs to be noted the importance of receiving high quality dependable data from a lab with over 24 years of experience in dealing with unique matrices associated with environmental quality monitoring programs, plus low-level ICP-MS experience. ACZ's current and past experience includes, Newmont Gold, ASARCO, Phelps Dodge, Rio Algom, Kennecott Energy, Jacob's Engineering, Shell Oil and Gas, Tetra Tech, Maxim, URS, Homestake, various government agencies, plus many others not mentioned. ACZ was one of the first labs in the western United States to purchase an ICP-MS for low-level metals analysis about eleven years ago. To our knowledge we are one of the few commercial laboratories in the nation that has a class-100 clean room, insuring that your low-level metals numbers are as accurate as possible and greatly reducing the chance for airborne metal contamination.

ACZ Laboratories is a full service lab with inorganic, organic and radiochemistry capabilities. We handle all matrices including water, soils, sediment, mine spoil and tailings, plant and biota tissue, and wastes. A complete list of all ACZ parameters not requested in the RFP can be found within ACZ's 2003 Fee Schedule.

ACZ Laboratories can run most methods requested in the State of Montana RFP with the exception of those noted No Bid on the Cost Tables in Attachment V. ACZ has not completed the labor cost sheets from Appendix D of the State's proposal because they are not applicable to analytical testing

services. Pricing included in Attachment V covers all costs associated with analytical testing services.

Written Documents

ACZ's standard reports and QA/QC summaries are sent via email in a PDF format the day they pass final review process. ACZ will transmit all of the State of Montana's data in a custom electronic format, which will be created using the format for STORET provided in the RFP.

ACZ's standard analytical reports and QC summary packages are based on requirements of the CLP model presented in what we believe is a more "user friendly" format. A generic example of a recent ACZ Report is supplied in a PDF attachment with this proposal as Attachment II in the hardcopy. These data packages (including EDD's) are automatically generated directly from ACZ's LIMS. Data from all inorganic instrumentation is also automatically uploaded in the LIMS.

Assumptions and Exclusions

Shipping and Bottles

ACZ will pay for shipping of coolers and bottles via UPS Ground service to your site or sites. Both Fed-X and UPS are within ½ mile of ACZ. Steamboat Springs is the hub for both shippers in NW Colorado. The State of Montana is in the shipping zone to receive shipments in 2 days from ACZ. ACZ receives client samples from very remote sites on a daily basis. ACZ usually receives samples by 10:00 to 10:30 every morning and ACZ is open on Saturday to receive samples.

ICP and ICP-MS Metals and Other Methods Notes

If less than 4 ICP metals are requested per sample a $6.40 set-up fee will be charged per sample. If less than 4 ICP-MS metals are requested per sample a $12.80 set up fee will be charged.

An example of a set-up charge for ICP metals would be if two metals were requested on a dissolved basis via ICP, along with six ICP-MS metals on a dissolved basis. The ICP set-up fee applies since only two ICP metals would be run on that instrument. There would be no ICP-MS metals set up fee in this example. Based on the list of metals provided in the RFP, it does not appear that any set-up fees would apply since there are four or more metals for each instrument on each list.

Hardness is a calculation off of Ca and Mg and there is no charge for this calculation since these cations are billed individually.

Software

ACZ has heavily invested in the automation of all the laboratories' information systems. The centerpiece of these systems is the Oracle-based LIMS product purchased from Labvantage Systems. The Labvantage LIMS runs on a UNIX platform that is accessed through our 65-node Local Area Network (LAN). Currently the LIMS system handles Login, sample tracking, work group generation, reporting, invoicing, and automated upload of data directly from most of the instrumentation. We currently have three full-time computer specialists on our staff to continually increase the LIMS capabilities of sample management from cradle to grave. A breakdown of ACZ computer equipment is also provided in Table II.

Table II - List of Major Computer Equipment and Software

Brand& Model	Operating System	Purchase Date
Compaq/Quad Pentium 3/40 GB		

RAID 5	SCO Unixware/Oracle 8	Jun-99
Compaq/Quad Pentium 3/20 GB RAID 5	SCO Openserver/Oracle 7	Apr-97
SAG Pentium 2/48 GB RAID 5	Windows 2000 Server/Oracle 9i	Apr-98
NEC Pentium/10 GB	Windows NT Server/IIS Intranet	Aug-99
Compaq Deskpro/4 GB	Windows NT Server/Background Data Processing	Mar-00
Compaq Pentium/40 GB RAID 5	Windows 2000 Domain Controller/File and Print	Oct-00
Generic/Pentium/20 GB RAID 1	Windows 2000 Domain Controller/Live Backup	Apr-02
Generic/Pentium/120 GB RAID 1	Windows 2000 Domain Controller/Exchange Server	Apr-02
Compaq Deskpro/10 GB	Windows 2000 Server/IIS acz.com/Mail & file scanning	Aug-00
Server	30 CD-ROM capacity CD server	May-01
Custom/Pentium/100 GB RAID	Windows 2000 Server/Live Archive & Backup	Apr-03
Generic	Widows 2000 Phone System	Oct-03
HP Quad Pentium 4/60 GB RAID 5	SuSE Linux Enterprise Server 8/Oracle 9i	Apr-03
Various	1000/100/10 baseT switched Ethernet network	
APC – various	All network hardware and servers are UPS protected	
Approx. 90 of various brands	Win 98, Win NT 4.0, OS/2 and Win 2000	

Vendor	**Description**	**Purchase/Date**
Labvantage Systems	LIMS Application on Oracle 6 web forms	Oct-93
Adobe Acrobat ver. 4 & 5	Electronic Document Storage & Report distribution	Nov-99
Oracle 7, 8 & 9	LIMS Database	Oct-93
Exchange Server 5.5	E-Mail	Jun-97
ARCServe 2000	Network Backup	Oct-97
FaxMaker	Network Fax	Jun-03
Internally developed Oracle interface	MS Access 2000	Jun-94
Internally developed intranet/Document Control	Internet Information Server 4.0	Aug-99
Internally developed internet - acz.com	Internet Information Server 4.0	Aug-00
LiveBackup 2.5	Immediate backup of all saved client computer files	Apr-02
LiveArchive 2.5	Archive of all saved client computer files	Apr-02
Webmarshal 2.1	Internet browser control software for 50 users	Jan-02
Mailmarshal 4.2	E-mail virus scanning and content checking for 50 users	Jan-02

Desktop Software includes MS Office 2000, Act 2000, Acrobat 4.0/5.0 and Outlook 2000.
Development Software includes Oracle Forms 6.0, Visual Basic, Office 6.0 Developer.

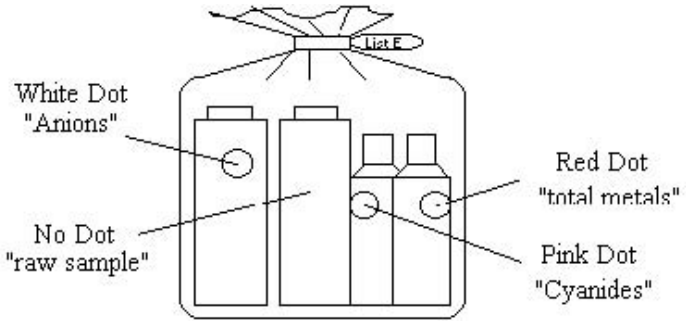
All software is properly licensed.

Sampling Equipment

ACZ Laboratories, Inc. will provide all sample containers (new, pre-preserved), bottle labels, chain-of-custody forms, coolers and ice packs shipped via UPS Ground to the State of Montana sites. ACZ's COC is available for downloading on ACZ's website and a COC is provided as Attachment III of this proposal.

All ACZ sample bottles are color coded to indicate preservative and are "bagged" for each individual list (i.e. quarterly Groundwater list). For example, if you requested bottles for a list that included Acidity, pH, Conductivity, Sulfate, TDS, Total Metals, and Cyanide (Free, WAD) you would receive the following "bagged" sampling kit. The kit would contain:

- One (1) 500 ml. plastic bottle pre-preserved with Sodium Hydroxide (NaOH) for CN tests Purple Dot.
- One (1) 250 ml. plastic bottle without preservative for Sulfate and TDS - White Dot.
- One (1) 500 ml. plastic bottle without preservative for Acidity, pH and Conductivity -No Dot (raw sample).
- One (1) 250ml. plastic bottle pre-preserved with Nitric Acid (HNO_3) for Total Metals. – Red Dot



Example Sample Bottle Kit

ACZ's pre-preserved, pre-bagged sample kits can save sampling technicians' valuable time in the field since they just need to pull out one bag. Fill the bottles and label and place back in the bag. With this system, they do not have to question if they have taken the right amount of sample or have the right preservative to cover all the parameters for each type of sample.

Sample Flow and Sample Tracking

Once samples are delivered to ACZ Laboratories by UPS or Fed-Ex the sample custodian thoroughly checks the coolers for any apparent damages and checks integrity of the custody seals on the cooler. The sample custodian opens the coolers and notes the sample integrity and condition on the sample receipt form. The number of samples received is verified against the number listed on the Chain of Custody (C.O.C) and C.O.C forms are inspected for parameters with short holding times. The Project Manager is notified of any short holding times. Any problems are noted on the C.O.C form and the client is notified as soon as possible by telephone for corrective action.

Samples are set up on the login bench in an organized fashion with all sub-samples associated with an individual sample. The samples are then recounted to verify that all samples and sub-samples are present and properly preserved. Sample information on the on the sample containers (I.D., date, time, matrix, etc.) is verified against the information on the C.O.C forms. If any discrepancies exist, they are noted on the C.O.C form and the client is contacted immediately. The C.O.C forms are then signed and dated by the sample custodian, then scanned into our LIMS network as a PDF file and signed originals are e-mailed to the client.

Each sample is assigned a unique, sequential laboratory number by the Laboratory Information Management System (LIMS). An internal chain of custody record is printed form the LIMS for inhouse tracking and login review. In addition to the printed hard copy, a tape backup is performed nightly on the LIMS.

Sample Storage and Handling

After samples are logged in, they are placed in the appropriate sample storage area (ambient, refrigerated or frozen). We maintain three separate walk-in coolers for inorganics, organics, and radiochemistry. We routinely store samples for 30 days after analysis has been completed. At which time, we either properly dispose of samples or return them to the client. After that 30 day time period ACZ Laboratories will dispose of all non-hazardous samples without charge to the State of Montana. Samples that exceed the hazardous waste limits will be disposed of with an additional charge of $10.00 per sample container. If long term sample storage is required beyond 30 days past the invoice date by the State of Montana, ACZ's PM must be notified in advance via email detailing the samples that need long-term storage. There maybe a nominal charge for long-term sample storage if it is required.

Other Information

ACZ's proof of insurance is included as Attachment IV.

Performance Evaluation & NELAC Certification 4.2.14

A copy of ACZ Laboratories most recent rounds of NELAC Performance Evaluation (P.E.) Studies will be provided upon request and can also be found on ACZ's website at www.acz.com

Audits

ACZ is routinely audited by federal and state agencies as well as by private companies. ACZ welcomes audits and has no problem with unannounced visits. All records and data are stored on site in our secure building so advance notice is not needed.

Prior Experience 4.2.14

ACZ Laboratories, Inc. has provided litigation quality data throughout the United States and Internationally for the past twenty-four years and was founded to provide support to mining in the western United States. Five references of ACZ Laboratories current clients are provided below. A more complete listing of related experiences will be provided upon request. ACZ's recent experience includes a broad range of projects from Superfund cleanup support, permitting projects, routine analysis, abandoned mine land cleanups, animal tissue analysis as well as others. While most of our clients are located in the United States, a good percentage of our work comes from international mining operations. International mining operations use ACZ for our full service, litigation quality data at affordable rates. Since the early 1990's ACZ has received water, tailings, soils, and waste samples from operations in Chile, Argentina, Peru, Guam, Russia, China, Mexico, France, Philippines and Jamaica. ACZ has a USDA Foreign soils permit, which allows samples to clear customs without undue delay.

References 4.1.1

SAIC
Contact: Mr. Jerry Zimpfer
405 Urban Street
Suite 400
Lakewood, CO 80228
(303) 969-6008
Service Dates: Multiple projects starting 2001-present

ACZ has provided analytical support to SAIC on a variety of projects including environmental assessments, ground water and surface water monitoring support, and abandoned mine land projects that include both static and kinetic testing.

Climax Molybdenum Company (Phelps Dodge)
Contact: Mr. Bryce Romig
Climax Mine
Climax, Colorado 80429
(719) 486-2150 ex. 723
Service Dates: On-going (weekly, monthly, quarterly, annually) 1993-present

ACZ has a twenty-three year working history with many Phelps Dodge mine sites. In the spring of 1996 ACZ was selected to do all of the analytical work for Climax, plus many other Phelps Dodge mines. ACZ was chosen from a select list of three top mining laboratories, ACZ won the contract after passing a three-day on-site audit and review of our technical capabilities and cost proposal.

Peabody Arizona Kayenta / Black Mesa Coal Operations
Contact: Mr. Ted Smith
P.O. Box 650
Kayenta, AZ 86033
(520) 677-5011

Service Dates: 1984-present

For the past twenty years ACZ Laboratories has been the main analytical laboratory for Peabody's Arizona two coal operations. The scope of analytical services routinely provided includes groundwater, surface water and storm event samples for inorganic analysis. Additionally ACZ provides data in both emailed hard copy and electronic formats. ACZ also provides analytical services to other Peabody mines in Colorado.

Montgomery Watson Harza (MWH)
Contact: Ms. Nicole Lindstrom
4820 South Mill Avenue Suite 202
Tempe, AZ 85282
(520) 473-8307
Service Dates: Multiple Projects on going 1985-present

ACZ provides analytical support for a variety of projects including ground water mo nitoring, contaminated soils and sediments analysis, surface water monitoring, and hazardous waste characterization.

American Soda Company
Contact: Ms. Celina Akin
2715 CR 215
Parachute, CO 81635
(970) 285-6500 X405 Service Dates: 1998-present

For the past four years ACZ has provided analytical monitoring support for a broad range of analytical parameters to support American Soda. Low-level detection limits for several parameters have been very important in meeting American Soda's permit requirements. Quick, rush turnaround of data has been required by this client on some of its past sampling events.

Method of Providing Services and Quality Assurance 4.1.3

Due to the confidential nature of the analysis ACZ performs, ACZ is unable to give any specific list of analysis performed for the clients listed above. However, should the State contact these references they will concur that the analysis ACZ performs for each of them is similar to the analysis requested by the State of Montana. Many of ACZ's clients including the references above send in large number of samples weekly, monthly, quarterly, or annually. Quality Assurance is addressed in ACZ's Quality Assurance Plan, which is included in Attachment VI.

Capacity/ Turn Around Time

Approximately 60,000 samples came through the doors at ACZ last year for analysis. Of this number, about 40,000 were inorganic with the others being divided amongst the organic and radiochemistry departments. ACZ is capable of handling very large projects, which include hundreds of samples all the way down to the wastewater treatment plant that only has one quarterly sample. Redundancy in instrumentation insures that when an instrument goes down for service or repair, we are still able to get results out the door in a timely manner. ACZ is open to receive samples six days a week and under special circumstances can accept them on Sunday. Short hold times associated with particular analyses are automatically flagged in the LIMS so that the hold time is met.

Standard Turn Around Time TAT for inorganic and organic analysis of water is fourteen days. If radiochemistry analysis is requested, the TAT is 21 days. For soils and sediments the standard TAT is 21 days unless radiochemistry parameters are requested. If they are, TAT increases to 28 days. ACZ workload does vary seasonally and sometimes the TAT is slightly longer than two weeks (i.e. 10 working days). Our automated tracking system aids the Director of Production and lab supervisors on samples due date after samples are logged in. ACZ can also "tag" any projects with priority or Rush codes which helps ensure that we make important sample due dates.

Pricing for Rush work

ACZ's price structure for rush-work for the State of Montana is discounted significantly from our standard fee schedule pricing for rush work. The breakdown for rush work is listed below. All rush analysis must have prior approval from the Project Manager.

24 to 48 hour Rush TAT, plus 100% of discounted price 3 to 5 working day Rush TAT, plus 75% of discounted price

Additional Services

In addition to being able to fulfill the all the routine analytical needs of the State of Montana, ACZ has the ability to meet the needs of many specialty projects as well. ACZ has full service departments for inorganics, organics, and radiochemistry. ACZ's soils / solids department has kinetic testing capabilities for acid mine waste determination as well as extensive experience with biota analysis for metals bio-accumulation in plant, fish, benthic and mammal tissue. Full RCRA waste characterization is also available. Additional information on any of these services will be provided upon request.

Project Staff 4.1.4

The technical staff at ACZ Laboratories, Inc. is comprised of experienced scientific professionals. The majority of the technical staff are degreed chemists, geologists, or biologists. The majority of management support staff have business and/or scientific degrees. An Organizational Chart of ACZ and resumes of key personnel are provided as Attachment I in the hardcopy of this proposal. Our laboratory is set-up on a project management basis with all major projects being assigned to one of the project managers on staff. The project management team for the State of Montana and its subcontractors will be as follows:

-**Mr. Tony Antalek, Project Manager:** As Project Manager Mr. Antalek would be the primary point of contact for all communications with the State of Montana's Environmental Staff. This will provide the Environmental staff with a consistent point of contact that is familiar with the specific service requirements. Mr. Antalek will also provide review of all COC's sent to ACZ and notify the Director of Production at ACZ of any special requirements and arrange for the scheduling and tracking of rush projects as well as routine samples. Mr. Antalek has over seven years of experience with ACZ Laboratories. During his tenure with ACZ, Mr. Antalek has worked as the metals digestion group supervisor and has supervised the login and bottle prep/shipping departments. Mr. Antalek's broad base of experience with the company provides him with an intimate understanding of the operations and management of ACZ, as well as a well rounded technical understanding of all the analytical services provided by ACZ Laboratories and the needs of our clients.

-**Mr. Scott Habermehl, Senior Project Manager:** As Senior Project Manager Mr. Habermehl would be the secondary point of contact for all communications with the State of Montana's Environmental Staff. This will provide the Environmental staff with another point of contact that is also familiar with the specific service requirements. Mr. Habermehl will also provide final review and organization of

project data packages. Mr. Habermehl has over eighteen years experience with ACZ Laboratories. During his tenure with ACZ, Mr. Habermehl has worked as a bench level chemist, QA/QC Director and in the IT Group.

-**Mr. Brad Craig, President/CEO**, will oversee the analysis and final data review of all samples analyzed at ACZ. Mr. Craig has over 13 years of experience in the environmental laboratory industry. During his tenure at ACZ Mr. Craig has served as QA/QC Officer, Director of Production, Environmental Compliance Coordinator, and worked at the bench level.

-**Ms. Kristen Russell, QC Officer**, will provide oversight and guidance on all quality assurance issues to insure that the data quality objectives of ACZ Laboratories and the State of Montana are met or exceeded. Kristen is under the direct supervision of Mr. Brad Craig, President/CEO.

-Information Systems Staff. The reporting and electronic data deliverable requirements of the State of Montana's SOW should be very routine for ACZ's Information Systems (IS) Staff. ACZ will create a custom EDD format in house to meet the State's electronic database reporting needs at no extra charge. ACZ has a staff of three full time IS personnel. The IS Department is headed by Mr. Jeff Rush who has held this position for the last eight years and has worked with ACZ for nine years. Mr. Rush was instrumental in the implementation of ACZ's LIMS and has integral knowledge of the systems capabilities. Ms. Debbie Irsfeld and Mr. Rick Jacoby are responsible for creating and maintaining database applications and developing electronic data deliverables. Ms. Irsfeld and Mr. Jacoby are also responsible for connecting and maintaining analytical instrument links to the LIMS.

Low Level Mercury Analysis via EPA 1631

The importance of mercury analysis with low-level detection is starting to become a larger issue in the U.S. regulatory environment. ACZ is able to offer a few different options in the area of mercury analysis. We routinely provide analysis via the cold-vapor atomic absorption method, EPA 245.1 with a detection limit of 0.2 ug/L.

ACZ has also invested a great deal of time and resources in building and operating a class-100 Clean Room. This Clean Room is the optimal environment for low-level analytical instruments and it currently houses ACZ's ICP-MS and CVAFS instrumentation. In anticipation of the new low-level Mercury standards that are currently be instituted, ACZ has also brought on-line a Cold-Vapor Atomic Fluorescence (CVAFS) instrument. This allows ACZ to provide Mercury analysis via CVAFS (EPA 1631) if aquatic based standards are required in permits for surface water. This method has a detection limit of 0.2 ppt or .0002 ug/L. ACZ's standard cost for EPA 1631 is $75.00/sample and includes the double bagged, class-100 clean room bagged sample containers. AC Z is offering discounted pricing for this analysis to the State of Montana.

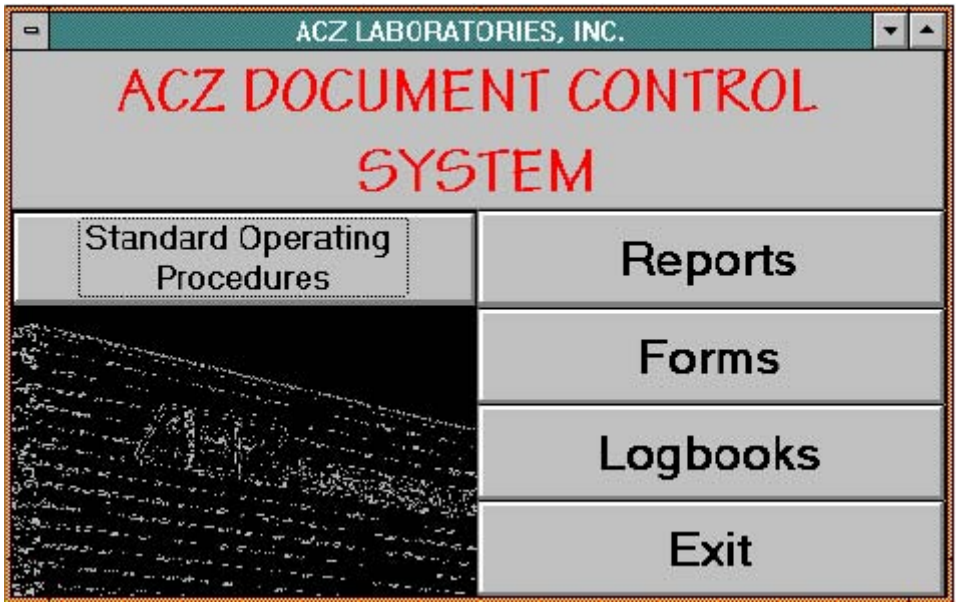
Quality Assurance 4.2.14

ACZ operates with a written Quality Assurance Plan (QAP). Our QAP meets or exceeds the requirements for QA/QC activities required by the EPA and NELAC. ACZ's QAP is available online at www.acz.com and is available as Attachment VI of this proposal. ACZ's "general" QAP provides a minimum level of quality assurance that is to be met for all laboratory operations. Project specific QAP's or SOW's are adopted to meet the requirements of individual clients. ACZ's LIMS allows for the creation of specific "products" which govern the QC requirements of a given analysis insuring the data quality objectives for each project are achieved. Additionally, ACZ Laboratory has developed a computerized document control system. A Document Control System (DCS) is necessary to provide assurance that only approved forms, logbooks and Standard Operating Procedures (SOPs) are being

used by the laboratory staff. An approved document has a document control number in the lower or upper right-hand corner.

In order to assure that employees use the most currently approved Forms and SOPs, all controlled documents can only be accessed through a computerized document control system. This system, based on MS Access, restricts the users to only viewing (not printing) SOPs, and viewing and printing Forms. For ease of use, departments can query all controlled documents. See the following figures

(Figure I.) for examples of ACZ's Document Control System.



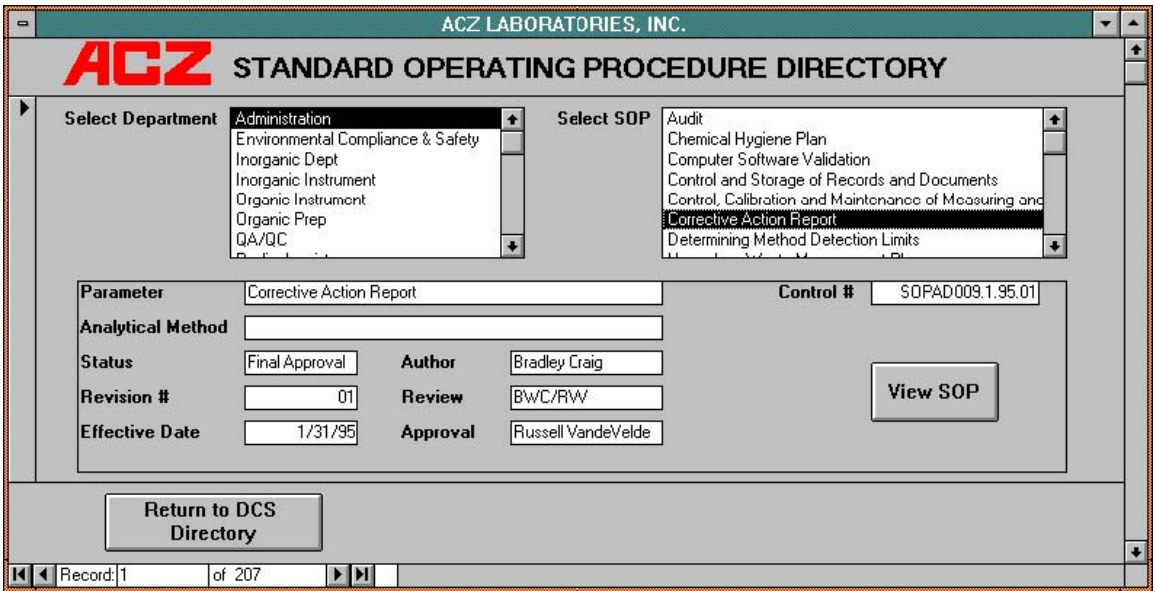
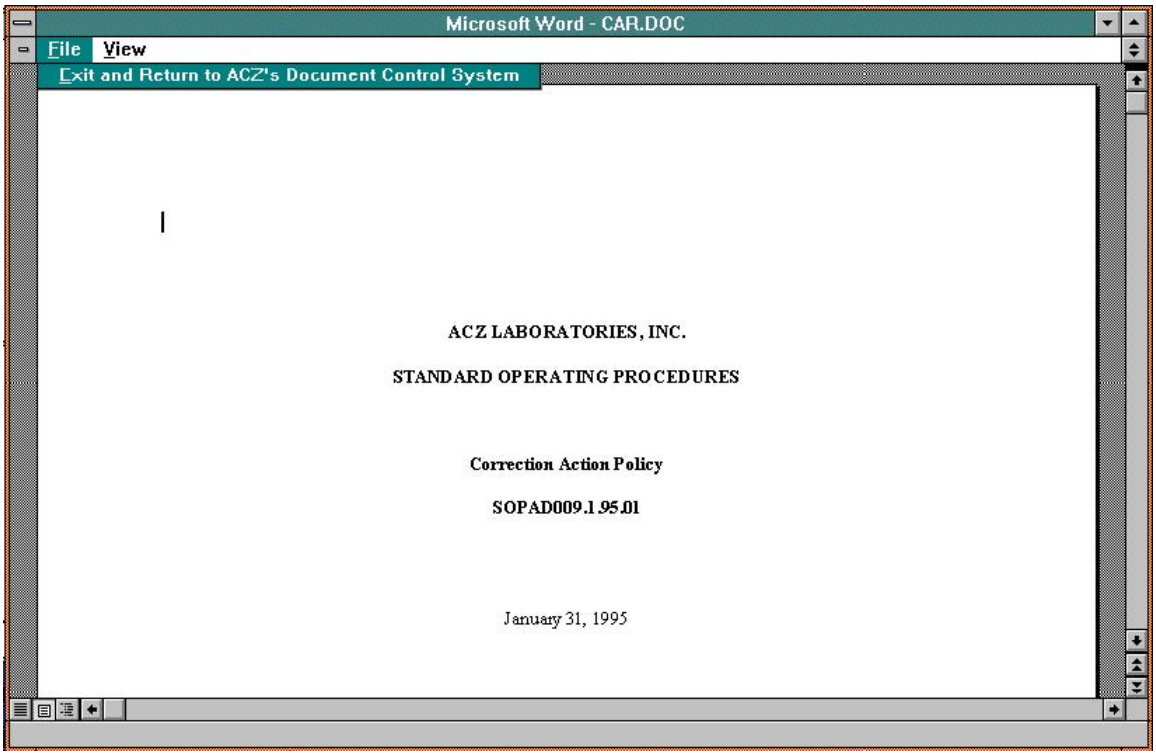


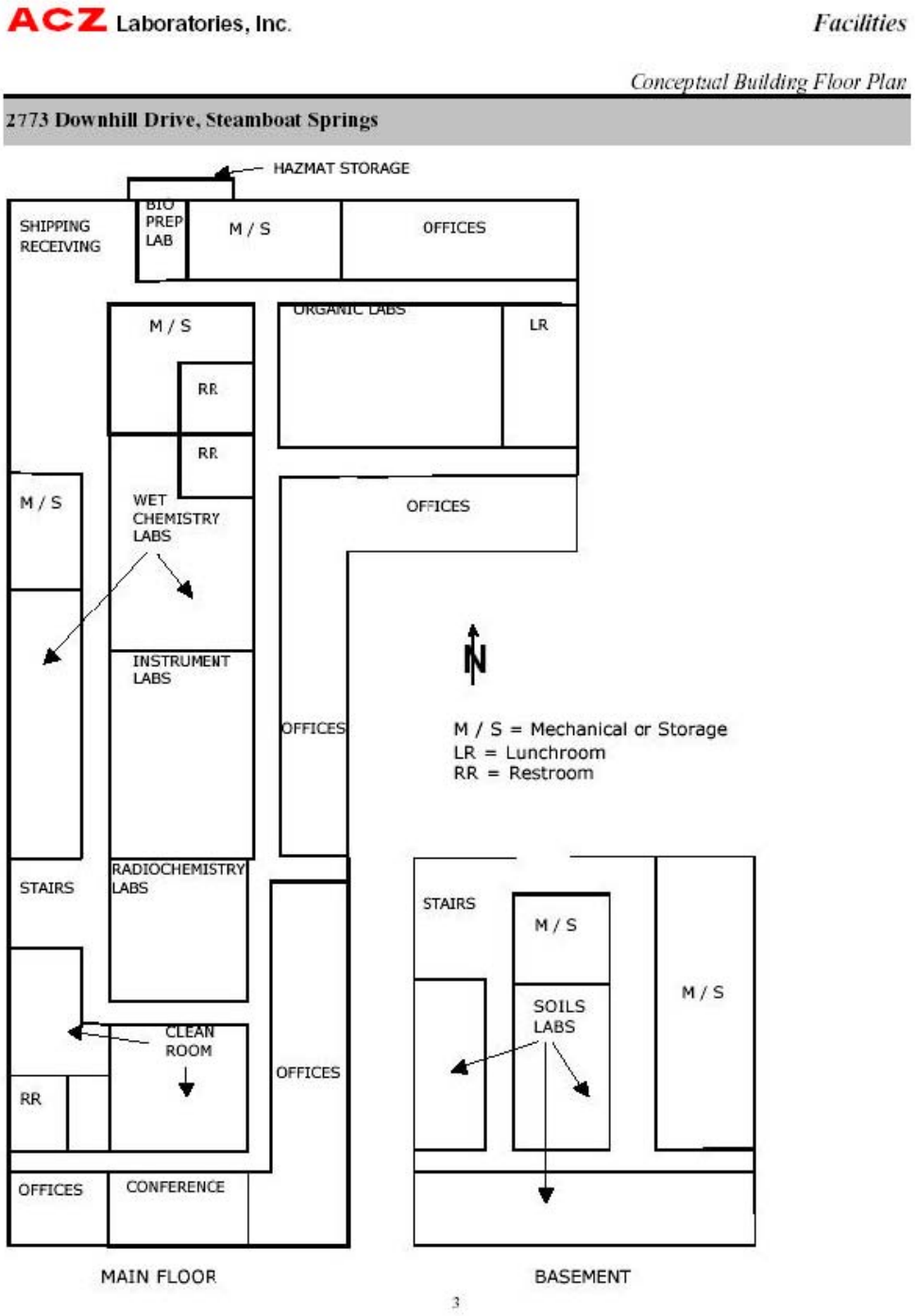
Figure I continued. ACZ Document Control System.



Facilities and Equipment

As noted in the introduction, our facility was designed and built as an environmental testing laboratory. Consequently, avenues of lab contamination have been addressed in an effort to maintain sample integrity. Figure II is a drawing of our lab floor plan, which illustrates the ease of sample flow from sample receipt to data reporting.

Figure II - ACZ Laboratory Floor plan



ACZ continually strives to update instrumentation to insure the efficient processing of samples and to maintain the highest data quality possible. All major instruments are equipped with auto-samplers and data stations. Repair and service of all major instruments have service contracts services with the manufacture. Complete lists of major instruments including number of instruments, type, brand/model, type of auto sampler, and date of purchase follows in Table III.

Table III - List of Major Laboratory Equipment/Instrumentation

Inorganic Instrument

#	Type	Brand & Model	Auto-sampler	Computer	Purchase Date
1	CVAFS	Leeman, Hydra AF Gold Plus	88 place	Pentium with WinHg	3/01
1	ICP/MS	Agilent 7500 I	180 place	Pentium with Chem-Station	7/00
2	ICP/MS	Agilent 7500 C (Octopole Reaction Cell)	180 place	Pentium with Chem-Station	5/03
1	ICP	Thermal Jarrel Ash Enviro 61 (upgraded from a 36)	300 place	Thermospec Data	9/02
1	ICP	Thermal Jarrel Ash Enviro 61 E	160 place	Thermospec Data	7/95
2	GFAA	Perkin Elmer - 5100 AA with HGA 600 Furnace	AS-60	5100 PC Software	7/87
1	Hydride AA	Perkin Elmer - 3110 AA with Hydride	AS-61	5100 PC Software	7/95
1	CVAA	Leeman, Hydra AA	88 place	Pentium with WinHg	3/02
1	CVAA	Perkin Elmer - 3110 AA with Cold Vapor system	AS-60	5100 PC Software	7/93
1	Autoblock	Environmental Express Auto-Hot Block	42 place	PDA	04/02

Wet Chemistry

#	Type	Brand & Model	Auto-sampler	Computer	Purchase Date
1	IC	QuikChem 8000	360 place	Pentium	5/98
1	FIA	QuikChem 8000	360 place	Pentium	5/98
2	RFA	Alpkem RFA 300 Dual Channel Auto Analyzer	Internal - 90	Data System	6/88
1	TOC	OI Corp. 1020A TOC Analyzer	Internal - 50	none	2/01
1	TOX	Dohrmann DX-20	N/A	N/A	6/94

Soils

#	Type	Brand & Model	Auto-sampler	Computer	Purchase Date

1	Microwave	CEM -Microwave Digestion System 205	12/tray	N/A	12/90
2	Sulfur Analyzer	Leco furnace - SC 32 & SC-144DR	none	none	5/95 & 8/99
1	C/S	Colometric Carbon/Sulfur Analyzer	N/A	none	9/84
2	TCLP	TCLP Rotary Extractor	10 place	none	8/87 & 5/92
2	Crusher	Bico-Braun Model VD Crusher	N/A	N/A	

Organics

#	Type	Brand & Model	Auto-sampler	Computer / software	Purchase Date
1	GC1	HP 5890 II	100 place	HP Enviroquant	1/90
1	GC2	HP 5890 II	Manual with headspace sampler	HP Enviroquant	1/90
1	GC5	HP 6890	1000 place	HP Enviroquant	1/98
1	GC6	HP 5890 II	MPM 16 P&T	HP Enviroquant	2/87
1	GC7	HP 5890 II	MPM 16 P&T	HP Enviroquant	1/02
1	GC/MS C	HP 5890/5971	OI 4452	HP Enviroquant	1/99
1	GC/MS D	HP 5890/5973	100 place	HP Enviroquant	1/99
1	GC/MS E	HP 5890/5971	MPM 16 P&T	HP Enviroquant	1/02
1	HPLC	HP 1100	90 place	HP Enviroquant	7/96
1	IR	Buck Scientific HC 404	N/A	Internal	6/93

Radiochemistry

#	Type	Brand & Model	Auto-sampler	Computer	Purchase Date
1	Fluorimeter	TJA Fluorimeter	None	None	9/91
1	Survey Meter	Ludlum Measurements Model 3	N/A	N/A	2/90
1	/ Counter	Tennelec LB 5100 Alpha/Beta System	Auto Sampler	AST 386 Computer	2/90

1	/ Counter	APTEC-NRC, Quad Auto	200 place, rack	Pentium, PEGASE 42/ MS Excel	2/01
1	/ Counter	EG & G Berthold LB 7700	10 place man.	486 Computer	12/95
8	Alpha Spec.	EG &G 450 mm 2 Ultra Alpha Spectrometers	8 Cells	Octete PC Alpha Spec. System, 32 bit	9/97
1	Gamma Spec	EG & G A65-BI with 1 Germanium detector and 1 sodium iodide detector	Manual	Gamma Vision software / Nuclide Navigator II, 32 bit	9/97
1	Liquid Scintillation Counter	Beckman LS 6000 TA	Auto Sampler	486 Processor	7/95

Conclusion

If additional information or clarification of this proposal is necessary, please contact Mr. Tim J. VanWyngarden. Additionally, ACZ is open to discuss any points of this response. ACZ Laboratories is committed to providing the State of Montana with the highest level of data quality and client service possible. Thank you again for your time, consideration and opportunity to bid on

this proposal.

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Steamboat Springs, CO 80487 e-mail: timv@acz.com